



**Washington State  
Department of Transportation**

<b>Local Agency Participating Agreement</b>  Work by State - Actual Cost		Organization and Address	
		Section / Location	
Agreement Number		Description of Work	
State Route Number	Control Section Number		
Region			
Advance Payment Amount			

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, (hereinafter the "STATE") and the above named organization, (hereinafter the "LOCAL AGENCY").

WHEREAS, the STATE is planning the construction or improvement of a section of the state route as shown above, and in connection therewith, the LOCAL AGENCY has requested that the STATE perform certain work as herein described, and/or is responsible for a portion of the work as provided for under WAC 468-18-040(5)(d), and

WHEREAS, it is deemed to be in the best interest for the STATE to include the necessary items of work in the STATE's construction contract proposed for the improvement of this section of State Highway, and

WHEREAS, the LOCAL AGENCY is obligated for the cost of work described herein.

NOW THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I  
GENERAL**

The STATE, as agent acting for and on behalf of the LOCAL AGENCY, agrees to perform the above "Description of Work".

Plans, specifications and cost estimates shall be prepared by the STATE in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted. The STATE will incorporate the plans and specifications into the STATE's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract.

The LOCAL AGENCY hereby approves the plans and specifications for the described work as shown on Exhibit "B", attached hereto and by this reference made a part of this AGREEMENT.

The LOCAL AGENCY may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the LOCAL AGENCY. All contact between said inspector and the STATE's contractor shall be through the STATE's representative.

The LOCAL AGENCY agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance to the STATE which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this AGREEMENT.

If a letter of acceptance is not received by the STATE within 90 days following completion of the work, the work will be considered accepted by the LOCAL AGENCY and shall release the STATE from all future claims and demands of any nature resulting from the performance of the work under this AGREEMENT.

The LOCAL AGENCY may withhold this acceptance of work by submitting written notification to the STATE within the 90-day period. This notification shall include the reasons for withholding the acceptance.

**II  
PAYMENT**

The LOCAL AGENCY, in consideration of the faithful performance of the work to be done by the STATE, agrees to reimburse the STATE for the actual direct and related indirect cost of the work.

An itemized estimate of cost for work to be performed by the STATE at the LOCAL AGENCY's expense is marked Exhibit "A", and is attached hereto and by this reference made a part of this AGREEMENT.

Partial payments shall be made by the LOCAL AGENCY, upon request of the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.

The LOCAL AGENCY agrees to make payment for the work to be done by the STATE within thirty (30) days from receipt of billing from the STATE.

The LOCAL AGENCY agrees that if payment for the work is not made within ninety (90) days after receipt of billing the STATE may withhold any tax monies which the LOCAL AGENCY is entitled to receive from the Motor Vehicle Fund until payment for the work is received by the STATE.

The LOCAL AGENCY agrees to pay the STATE the "Advance Payment Amount" stated above within 20 days after the STATE submits its first partial payment request to the LOCAL AGENCY. The advance payment represents approximately fifteen (15) percent of the estimate of cost and covers costs incurred by the STATE in the initial stages of the project. The advance payment will be carried throughout the life of the project with final adjustment made in the final payment.

### **III DELETION OF WORK**

In the event the estimate of cost, EXHIBIT "A", is in excess of \$10,000 and the total actual bid prices for the work covered by this AGREEMENT exceeds the estimate of costs by more than 15 percent, the LOCAL AGENCY shall have the option of directing the STATE to delete all or a portion of the work covered by this AGREEMENT from the STATE's contract. Except, that this provision shall be null and void if the LOCAL AGENCY's portion of the work exceeds 20 percent of the actual total contract bid price, or if the LOCAL AGENCY is responsible for the costs under state law or the Washington Administrative Code WAC 468-18-040(5)(d).

The LOCAL AGENCY shall have five (5) working days from the date of written notification to inform the STATE to delete the work. Should the LOCAL AGENCY exercise its option to delete the work, the LOCAL AGENCY agrees, upon billing by the STATE, to reimburse the STATE for preliminary engineering costs incurred by the STATE to include the work covered by this AGREEMENT in the STATE's contract.

### **IV EXTRA WORK**

In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit "A", this AGREEMENT will be modified by a supplement AGREEMENT covering said increase.

In the event it is determined that any change from the description of work contained in this AGREEMENT is required, approval must be secured from the LOCAL AGENCY prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by a written modification, change order or extra work order approved by the LOCAL AGENCY.

### **V RIGHT OF ENTRY**

The LOCAL AGENCY hereby grants and conveys to the STATE the right of entry upon all land which the LOCAL AGENCY has interest, within or adjacent to the right of way of the highway, for the purpose of constructing and if necessary, maintaining said improvements.

Upon completion of the work outlined herein, all future operation and maintenance of the LOCAL AGENCY's facilities shall be at the sole cost of the LOCAL AGENCY and without expense to the STATE.

### **VI LEGAL RELATIONS**

No liability shall attach to the STATE or the LOCAL AGENCY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

#### **LOCAL AGENCY**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

#### **STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_